



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

February 24, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NO. 1 TO AGREEMENT NO. H-300155 WITH MT. SAN ANTONIO
COLLEGE/REGIONAL HEALTH OCCUPATIONS RESOURCE CENTER
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Health Services, or his designee to execute an amendment, substantially similar to Exhibit I, with Mt. San Antonio College/Regional Health Occupations Resource Center, effective upon Board approval, to increase the County maximum obligation by \$257, 273 from \$1,492,000 to \$1,749,273; extend the term to June 30, 2007; and delegate authority to the Director to reallocate unspent funds from one nurse training program to another (e.g., from the "generic Registered Nurse [RN]" program to the "Licensed Vocational Nurse to RN" program, and vice versa), not to exceed the County maximum obligation.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The Department of Health Services (DHS) is recommending approval of an amendment to provide additional funding to train a 2nd cohort of up to 40 DHS Licensed Vocational Nurses (LVNs) to become Registered Nurses ("LVN to RN" program).

FISCAL IMPACT/FINANCING:

The Healthcare Workforce Development Program (HCWDP) is funded by State Workforce Investment Act (WIA) funds and County funds, at a ratio of 2-to-1. For Fiscal Year (FY) 2004-05, the County allocated \$6.0 million in Tobacco Settlement Funds for the HCWDP. The contract with Mt. San Antonio College/Regional Health Occupations Resource Center (Mt. SAC), originally approved by the Board on April 1, 2003, included funding to train 2 cohorts of up to 24 LVNs to become RNs. Each cohort was originally budgeted for 24 candidates at a total cost of \$256,000. Since 2003, training costs have increased substantially, and the 2nd cohort of LVNs is being increased from 24 to 40 students. The amendment provides an additional \$257,273 for the 2nd "LVN to RN" cohort, increasing the budget to \$513,271 for the class of 40 students.

FY 2004-05 contract expenditures for this cohort are estimated at \$120,000. Funding to cover these costs is included in the Department's FY 2004-05 Adopted Budget for HCWDP, and has been included in the FY 2005-06 DHS Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The HCWDP is a joint-labor management training education program for DHS employees. The program goals of the HCWDP are to support the restructuring needs of DHS, address critical shortage areas, provide portable skills for DHS employees, and improve and upgrade employee skill sets.

On April 1, 2003, the Board approved an agreement with Mt. SAC to train County employees to become RNs. The agreement included funds to train two cohorts of 24 in the "LVN to RN" program, and two cohorts of 24 "non-LVNs" in the "generic RN" program. The "LVN to RN" cohorts were funded at \$256,000 each and the "generic RN" cohorts at \$490,000 each, for a maximum obligation of \$1,492,000.

The first "generic RN" class of 24 DHS employees is scheduled to graduate in June 2005. The first class of "LVN to RN" completed their course work in the Fall of 2004. Of the ten LVNs in the class, 4 successfully passed the licensure exam (NCLEX) for RNs and are now licensed as RNs; two are scheduled to take the NCLEX in March, and the remaining 4 are completing other requirements.

The proposed amendment provides an additional \$257,273 for the 2nd "LVN to RN" cohort, providing a budget of \$513,271 for a class of 40. Expenditures for the 2nd cohort will depend on the actual number of LVNs in good standing during the entire 14-month program and the number of instructors (theory and clinical) needed to meet required instructor-to-student ratios.

To provide Mt. Sac with start-up funds for the 2nd LVN to RN cohort, Mt. Sac may invoice the County up to \$45,840 upon approval of this amendment by the Board.

The amendment also includes a provision allowing the Director to reallocate unspent funds from one nurse training program to another (e.g., from the "generic RN" program to the "LVN to RN" program) if additional instructors, other services (e.g., tutorial, remediation), or supplies (e.g., books) are needed to support the successful completion of the training program by employees, as long as the County maximum obligation is not exceeded.

The amendment, effective upon Board approval, extends the expiration of the contract from June 30, 2005 to June 30, 2007 to enable the completion of training programs.

CONTRACTING PROCESS:

Mt. SAC, as the administrative entity for the Regional Health Occupations Resource Center (a countywide consortium of community colleges), is the only community college in the Los Angeles area that is able to access the resources of Schools of Nursing from all community colleges in Los Angeles County. For example, the "LVN to RN" program is being provided by the School of Nursing at East Los Angeles Community College, and the current "generic RN" program is being provided by the School of Nursing at El Camino College.

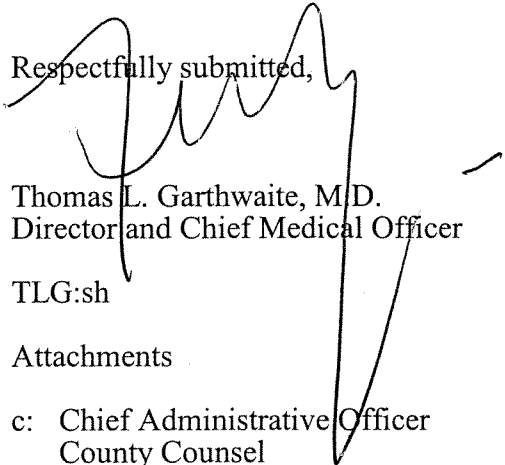
Attachment A provides additional information.

IMPACT ON CURRENT SERVICES:

The training is expected to provide RN candidates for the Department.

When approved, the Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:sh

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

(J:\WP\BLET\Mt. San Antonio College.sh.wpd)

SUMMARY OF AMENDMENT

1. **TYPE OF SERVICE:**

Training of Licensed Vocational Nurses to become Registered Nurses.

2. **CONTRACTOR/ADDRESS AND CONTACT PERSON:**

Mt. San Antonio College/Regional Health Resource Center
1100 N. Grand Avenue
Walnut, CA 91789-1399

Gary Kay, Director of the Training Source
(909) 468-3933

3. **TERM:**

The expiration of the agreement is being extended from June 30, 2005 to June 30, 2007.

4. **FINANCING INFORMATION:**

The amendment increases the County maximum obligation from \$1,492,000 to \$1,749,273. Fiscal Year 2004-05 contract expenditures are estimated at \$120,000. Funding to cover these costs is included in the Department's FY 2004-05 Adopted Budget for HCWDP, and has been included in the FY 2005-06 DHS Budget Request.

5. **GEOGRAPHIC AREAS (EMPLOYEES) SERVED:**

Employees of the Department of Health Services.

6. **ACCOUNTABLE FOR MONITORING:**

Kate Edmundson, Acting Director for Human Resources

7. **APPROVALS:**

Chief Operating Officer: Fred Leaf

Chief, Contracts and Grants Cara O'Neill

County Counsel (approval as to form): Elizabeth Friedman, Senior Deputy County Counsel

NURSE TRAINING AND EDUCATION SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and MOUNT SAN ANTONIO COLLEGE/RHORC,
(hereafter "Contractor").

Business Address:
1100 N. Grand Avenue
Walnut, CA 91789-1399

WHEREAS, reference is made to that certain document
entitled "NURSE EDUCATION AND TRAINING EDUCATION SERVICES
AGREEMENT", dated April 1, 2003, and further identified as
County Agreement No. H-300155 (hereafter, "Agreement"); and

WHEREAS, it is the intent of both parties to amend
Agreement to extend its term and to make certain modifications
to the Agreement and its Exhibits; and

WHEREAS, the Agreement requires that modifications shall be
made in the form of a written amendment that is formally
approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment No. 1 shall become effective on the date of approval by the County's Board of Supervisors.

2. Subparagraph 4.2 shall be deleted in its entirety and shall be replaced by the following:

"4.2 To enable the completion of training and educational programs commenced under this Contract, the term of this Contract shall be extended from June 30, 2005 to December 30, 2007, unless sooner terminated or extended as provided for in this Contract."

3. Subparagraph 5.1 shall be deleted in its entirety and shall be replaced by the following:

"5.1 The maximum obligation for all services hereunder is One Million Seven Hundred Forty-Nine Thousand, Two Hundred Seventy-Three Dollars (\$1,749,273). Actual reimbursement to Contractor may be less, depending on the number of classes provided and billed in accordance with Exhibit C-1, Billing and Payment, attached hereto, and incorporated herein by reference."

4. Subparagraph 8.4.2 of Paragraph 8.4, CHANGE NOTICES AND AMENDMENTS, shall be replaced in its entirety as follows:

"8.4.2 For any change which affects the scope of work, term, Contract Sum, rate of payment, or any other term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors.

However, to facilitate implementation of services hereunder, Director may authorize the reallocation of unexpended funds from one training class to another training class (e.g., from an "LVN to RN" class to a "generic RN" class or vice-versa) to accommodate additional County employees, additional instructors, or other services (e.g., tutorial or remediation) and supplies (including books) that may be required to support the successful completion of the training program by County employees so long as the maximum obligation of County is not exceeded."

5. Subparagraph 8.13, CONTRACTOR'S RESPONSIBILITY AND DEBARMENT, shall be replaced in its entirety as follows:

"8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

"8.13.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

"8.13.2 The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this

or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing agreements Contractor may have with the County.

"8.13.3 County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following:

"(1) violated a term of a contract with the County of a nonprofit corporation created by the County,

"(2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same.

"(3) committed an act or offense which indicated a lack of business integrity or business honesty, or

"(4) made or submitted a false claim against the County of any public entity.

"8.13.4 If there is evidence that Contractor may be subject to debarment, the Director of Health Services will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

"8.13.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Director of Health Services

shall be provided an opportunity to object to the tentative decision prior to its presentation to the Board of Supervisors.

"8.13.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

"8.13.7 These terms shall also apply to the subcontractors of Contractor."

6. Subparagraph 8.15, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be replaced in its entirety as follows:

"8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

"As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [42 USC section 653(a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage Earning Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b) ."

7. Subparagraph 8.40, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE, shall be replaced in its entirety as follows:

"8.40 Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Subparagraph 8.15, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of

this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

8. Exhibit A, Statement of Work, shall be deleted in its entirety and replaced by Exhibit A-1, attached hereto and incorporated herein by reference.

9. Exhibit B, Performance Requirements, shall be deleted in its entirety and replaced by Exhibit B-1, attached hereto and incorporated herein by reference.

10. Exhibit C, Billing and Payment, shall be deleted in its entirety and replaced by Exhibit C-1, attached hereto and incorporated herein by reference.

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas Garthwaite, M.D.
Director and Chief Medical Officer
Department of Health Services

MOUNT SAN ANTONIO COLLEGE/RHORC

By _____
Barbara Crane, Vice-President
Community and Non-Credit Education

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contract and Grants Division

EXHIBIT A -1

STATEMENT OF WORK

Contract with

MOUNT SAN ANTONIO COLLEGE/REGIONAL HEALTH
OCCUPATIONS RESOURCE CENTER

for

NURSE TRAINING AND EDUCATION SERVICES

**MT SAN ANTONIO COLLEGE/REGIONAL HEALTH
OCCUPATIONS RESOURCE CENTER
STATEMENT OF WORK (SOW)**

1.0 SCOPE OF WORK

1.1. General Description

Contractor provides an accredited nurse education program that has been approved by the California Board of Registered Nursing ("BRN") to prepare individuals to become Registered Nurses ("RNs") at the Associate Degree level. The nurse education program includes, but is not limited to, classroom instruction ("didactic" instruction), laboratory instruction, and clinical practice/instruction. All individuals meeting Contractor's program admission criteria and successfully completing Contractor's program are awarded an Associate in Science Degree in Nursing and are qualified to take the National Council Licensure Examination ("NCLEX-RN") for Registered Nurses.

Contractor has agreed to tailor its nurse education program for the following two categories of County employees: (a) employees who are already Licensed Vocational Nurses ("LVN's), hereafter "LVN to RN Program"; (b) employees in other job classifications who are qualified to enter a registered nurse education program (hereafter "Generic RN Program"). County employees participating in either Program under this Contract shall be selected by the Director of Health Services (hereafter "Director") and shall meet the admission standards of Contractor, including Contractor's prerequisites and general education requirements.

1.2 Number of Programs

The Contractor shall initially provide one each of the LVN-to-RN and Generic RN Programs and shall commence instruction when Director has selected and scheduled qualified employees for the Programs. At the request of Director, based on the number of qualified employees identified

by Director, the Contractor shall provide one additional LVN to RN Program and one additional Generic RN Program, for a maximum of two each.

The 1st LVN to RN class and the Generic RN classes can accommodate 12 to 24 students. The 2nd LVN to RN class can accommodate up to 40 students. The Director is responsible for identifying and scheduling qualified County employees for both Programs.

1.3 Additional "Clinical Instructor"

The didactic and laboratory instruction portion for the 1st LVN to RN Class and any Generic RN Class can accommodate up to 24 students. The didactic and laboratory instruction portion for the 2nd LVN to RN Class can accommodate up to 40 students. However, as required by the State, the clinical practice portion of each Program is limited to 12 students per "clinical" instructor. As a result, to maintain the State required clinical instructor to student ratio, additional clinical instructors may be necessary under each Program if the number of students exceeds twelve.

For the 2nd LVN to RN Class, clinical instruction commences with the 3rd course, "Medical Surgical II (N267)", which is estimated to be the 9th week of instruction; clinical instruction continues through the Nursing 272 course, "Medical Surgical IV" for a total of 756 hours of clinical instruction. Billing for clinical instructors shall be calculated in accordance with Exhibit C-1, Billing and Payment.

1.4 LVN to RN Program

Contractor's 1st Program to prepare County LVN's to become RNs is comprised of a 6-week role transition course followed by 2-semesters of academic courses and clinical instruction mandated in accredited nursing programs, totaling approximately 14-months in duration (see Exhibit B-1, Performance Requirements Summary). The LVN to RN Program is designed for LVNs who already have patient care experience. All instruction, including, but not limited to, didactic, laboratory and clinical shall

be provided at times designated by Director, including evening and weekend hours. The clinical instruction component of the Program shall take place at Department of Health Services ("DHS") facilities designated by Director, unless the capacity of DHS facilities is unable to accommodate the training of the employees in the nursing programs hereunder. Contractor shall be responsible for selecting and providing appropriately equipped laboratory facilities/settings and locations for didactic instruction on Community College campuses that meet State nurse education standards for nurse education programs.

Contractor shall provide the second LVN to RN class through the School of Nursing at East Los Angeles Community College (ELACC). ELACC's nursing program consists of ten (10) nursing courses, with 334 hours of theory and 756 hours of clinical, for a total of 1,090 hours, which shall be supplemented by 100 additional class hours for instructor tutoring, for a program of approximately 14-months in duration. Any changes in the schedule of classes/calendar shall be provided to the Director of Health Services (Director).

1.5 Generic RN Program

Contractor's program to train County employees with job classifications other than LVN's to become RNs is 4-semesters of academic courses and clinical instruction mandated in accredited nursing programs, totalling approximately 24-months in duration (see Exhibit B-1, Performance Requirements Summary). All instruction, including, but not limited to, didactic, laboratory and clinical shall be provided at times designated by Director, including evening and weekend hours. Other than the laboratory component of the Program, all instruction (didactic and clinical) shall take place at DHS facilities designated by Director. Contractor shall be responsible for selecting and providing appropriately equipped laboratory facilities/settings on Community College campuses that meet State nurse education standards for the laboratory component of nurse education programs.

1.6 Completion of Programs

Successful completion of either of Contractor's Programs hereunder by County's employees qualifies them to take the National Council Licensure Examination for Registered Nurses (NCLEX-RN); in addition, Contractor shall award an Associate in Science Degree in Nursing to such employees.

2.0 REPORTS

Contractor shall provide periodic reports as required by Director, including but not limited to attendance and progress of the employees.

Also, Contractor shall provide student sign-in sheets to Director to support its invoices. Such sign-in sheets shall include the course name and number, name of instructor, and dates of instruction.

3.0 PERSONNEL AND LABORATORY FACILITY

Contractor shall provide all necessary instructors to provide didactic, laboratory, and clinical instruction, all textbooks for the 1st LVN to RN classes and any generic RN classes, and appropriately equipped laboratory facilities/settings for the laboratory component and locations for didactic instruction for the nurse education Programs hereunder.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under this Contract as defined in Paragraph 8, Terms and Conditions, Sub-paragraph 8.16, County's Quality Assurance Plan.

With five (5) business days advance notice, County personnel may observe Contractor's activities and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

5.0 PERFORMANCE REQUIREMENTS SUMMARY

Exhibit B-1, Performance Requirements Summary, lists the required classes for the 1st LVN to RN and any Generic RN class contemplated hereunder.

The performance requirements for the 2nd LVN to RN class is set forth in Exhibit B-1, attached hereto.

6.0 BILLING AND PAYMENT

Contractor shall be reimbursed for the 1st LVN to RN class and any Generic RN class in accordance with the provisions of Exhibit C-1, Billing and Payment.

For the 2nd LVN to RN class, Contractor shall be reimbursed in accordance to the provisions of Exhibit C-1, Billing and Payment.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
1st “Licensed Vocational Nurse to Registered Nurse (“LVN to RN”) Program”
Required Courses

Semester	Course Number	Units	Course Name	Instruction	Total Hours
	NURS70	2.0	Role Transition	Lecture Clinical	48 54
1	NURS 4	3.0	Maternity Nursing	Lecture Clinical	27 81
1	NURS 5	3.0	Psych Nursing	Lecture Clinical	30 81
1	NURS 6	3.0	Peds Nursing	Lecture Clinical	30 81
1	NURS 7	7.0	Medical/Surgical Nursing I: GI/Renal/Oncology	Lecture Clinical	60 198
2	NURS 8	5.0	Medical/Surgical Nursing II: Circulation/Oxygenation	Lecture Clinical	45 144
2	NURS 9	1.0	Leadership	Lecture	18
2	NURS 10	4.0	Medical/Surgical Nursing III: Integration/Regulation	Lecture Clinical	42 96
2	NURS 11	2.0	Preceptorship	Clinical only, 3 weeks Full-time	112
			Total Hours LVN to RN		1147

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
“Generic Nursing Program”
Required Courses

Semester	Course Number	Units	Course Name	Instruction	Total Hours
1	Nursing 1	9.5	The Nursing Process	Lecture Clinical Lab	90 252
1	Nursing 2	2	Pharmacology	Lecture	36
1	Not Applicable	0	Nursing Skills Lab	(Tutoring)	216
2	Nursing 3	3.5	Medical/Surgical Nursing	Lecture Lab	30 99
2	Nursing 4	3.0	Maternity Nursing	Lecture Lab	27 81
3	Not Applicable	0	Nursing Skills Lab	(Tutoring)	216
3	Nursing 6	3	Peds Nursing	Lecture Clinical	27 81
3	Nursing 7	7	Medical/Surgical Nursing I:GI/Renal/Onocology	Lecture Clinical	60 198
3	Nursing 8	5	Medical/Surgical Nursing II: Circulation/ Oxygenation	Lecture Clinical	45 144
4	Nursing 9	1	Leadership	Lecture	18
4	Nursing 10	4	Medical/Surgical Nursing III: Integration/Regulation	Lecture Clinical	48 96
4	Nursing 11	2	Preceptorship	Clinical	112
4	Not Applicable	0	Nursing Skills Lab	(Tutoring)	216
			Total Hours Other to RN		2092

PERFORMANCE REQUIREMENTS

2ND LVN TO RN PROGRAM

LIST OF COURSES

<u>Course # and Name</u>	<u>Lecture Hours</u>	<u>Clinical Hours</u>
Bridge Courses		
N276 Health Assessment	32	
N277 Nursing Process	32	
First Semester		
N267 Medical Surgical II	36	108
N268 Psychiatric – Mental Health	36	108
N273 Role Transition	18	
N269 Medical Surgical III	36	108
N270 Child Health Nursing	36	108
Second Semester		
N271 Women's Health & Newborn	36	108
N272 Medical Surgical IV	54	216
N274 Leadership	18	
<hr/>		
Total Hours	334	756 = 1,090
Additional Hours for Instructor Tutoring	100	

**MT. SAN ANTONIO COLLEGE/REGIONAL HEALTH
OCCUPATIONS RESOURCE CENTER**

BILLING AND PAYMENT

1.0 MAXIMUM OBLIGATION

County's maximum obligation for all services and supplies hereunder shall not exceed One Million Seven Hundred Forty-Nine Thousand Two Hundred Seventy-three Dollars (\$1,749,273). Actual reimbursement to Contractor shall depend on the number of classes provided and the number of students in each class (see budget Schedules 1, 2, and 3 on Pages 10 - 12 of this Exhibit). In no event shall the sum of all payments to Contractor exceed the maximum obligation.

2.0 BUDGET

The budget schedules for the 1st "LVN to RN" Class and two "Generic RN" Classes are respectively set forth as Schedules 1 and 2 on Pages 10 and 11 of this Exhibit. The total possible obligation for the 1st "LVN to RN" Class is \$256,000. The total possible obligation for the two "Generic RN" Classes is \$980,000.

The budget schedule for the 2nd LVN to RN Class, to be offered by the School of Nursing at East Los Angeles College, is set forth as Schedule 3 on Page 12 of this Exhibit. The total possible obligation for the 2nd LVN to RN Class is \$513,273.

The total maximum obligation under this Contract is \$1,749,273.

3.0 INVOICES

3.1 1st “LVN to RN” Program (approximately 14-month program/”2-semesters”):

Upon approval of this Contract by County’s Board of Supervisors, Contractor may invoice County the amount of Twenty Thousand Dollars (\$20,000) for start-up costs incurred for textbooks and supplies for 10 students for the “LVN to RN” Program. This amount shall be offset against amounts due for textbooks and supplies as set forth in the attached budget schedule. Thereafter, Contractor may invoice up to \$2,000 per student for textbooks and supplies actually purchased for up to 14 additional students enrolled in the Program.

Following the commencement of instruction, Contractor shall invoice County monthly in arrears in fourteen (14) invoices as follows: thirteen (13) monthly invoices at Eleven Thousand Four Hundred Twenty-eight Dollars (\$11,428) and the fourteenth (14th) invoice at Eleven Thousand Four Hundred Thirty-six Dollars (\$11,436).

If Contractor is required to hire and utilize a second clinical instructor because the number of students exceeds twelve for the clinical portion of the training program, then Contractor may also invoice \$3,428.57 for each month for the 14-month long Program in which the second clinical instructor is required.

By the time of submission of the seventh (7th) monthly invoice the training program shall have reached mid-point, i.e., all first semester courses shall have been completed (see Exhibit B-1, Performance Requirements Summary). County will not pay the 7th monthly invoice until the completion of all first semester courses. Following the completion of all first semester courses, Contractor may resume its monthly invoicing, in arrears.

The fourteenth (14th) and final invoice shall be submitted only following the completion of the Program. If, at the end of the 14-month Program, Contractor has not completed instruction and County's employees are not qualified to take the NCLEX-RN and have not yet been awarded an Associate in Science Degree in Nursing, then Contractor shall continue to provide instruction under the "LVN to RN" Program on a month to month basis at no additional cost to County until County's employees completing the Program are qualified to take the NCLEX-RN and have been awarded an Associate in Science Degree in Nursing.

All invoices shall include a list of the courses completed and in progress, and attendance sheets for the County employees in the Program.

3.2 2nd LVN to RN Class (approximately 14-month program)

The 2nd LVN to RN program (comprised of 10 courses, see list in Exhibit B-1) consists of a total of 1,090 hours (334 hours of theory, 756 hours of clinical). Five (5) of the 10 courses include a clinical component with 108 hours each; a 6th course (N272, Medical Surgical IV) includes a clinical component of 216 hours (see Exhibit B-1, Performance Requirements).

The total instructor hours required hereunder will exceed the 1,090 program hours, due to additional instructors needed to maintain the required instructor-to-student ratios for a class of up to 40. All instructor hours, whether for theory (lecture) or clinical, shall be reimbursed at the rate of \$135 per hour.

The clinical component is expected to commence with the start of the 3rd course, N267 (Medical Surgical II), at approximately the 9th week of instruction.

The number of clinical instructors required for a particular course shall be determined by the number of students enrolled at the commencement of the course that has a clinical component, and thus determine the invoicing for clinical instructors to County, as further described below.

3.2.a Cost of Instruction for Theory Component (Lecture)

Based on an initial enrollment of up to 40 employees, two theory instructors have budgeted for all 10 courses, for a total of 668 instructor hours for the theory component (334 x 2); see Budget Schedule on Page 12 of this Exhibit.

To assist Contractor with its start-up costs, Contractor may invoice County the entire sum of \$45,090 for one-half of the total hours for theory instruction (i.e., 334 hours x \$135), upon approval of Amendment-1 by the County's Board of Supervisors.

Invoicing for the 2nd theory instructor shall be in arrears, by course, based on the number of theory hours for the course.

3.2.b Cost of Instruction for Clinical Component

Five courses have a clinical component of 108 clinical hours; a 6th course has a clinical component of 216 hours (Medical Surgical IV Course - N272), for a total of 756 clinical hours in the program (5 courses x 108 hours, plus 216 hours); see Exhibit B-1.

The number of students in good standing at the beginning of a course with a clinical component shall be used to determine the number of clinical instructors needed for the course. There shall be a sufficient number of clinical instructors to meet the required student to instructor ratio of 12:1.

The cost for each clinical instructor for courses with 108 hours of clinical is calculated at \$14,580 (108 hours x \$135 per hour). The cost for a clinical instructor for the Medical Surgical IV course with 216 hours of clinical shall be \$29,160 (216 hours x \$135).

Invoicing to County for the clinical instructors shall be on a per-course basis as calculated above, and shall be in arrears in the month following the commencement of the course.

3.2.c Additional Hours for Tutoring by Instructors

To support students to a successful completion of the program, a total of 100 hours for tutoring by instructors at \$135 per hour has been allocated. This cost shall be invoiced in arrears, based on the actual hours of tutoring provided, supported by sign-in sheets with the signatures of the students, name of the instructor-tutor, and date and time of service.

3.2.d Program Coordination and Support

A total of \$6,000 has been allocated for Program Coordination and Support services by the Nursing Department of ELACC. To assist Contractor in its start-up costs, Contractor may invoice County \$750 for this service upon approval of Amendment-1 by County's Board of Supervisors. Thereafter, Contractor shall invoice County monthly in arrears in the amount of \$375 for 14-months, beginning in April for the month of March.

3.2.e Miscellaneous Costs

Various miscellaneous costs have been budgeted (see Schedule 3 on Page 12 of this Exhibit); the per-student rate in the Budget for the various items is an estimate only, and the actual cost may be different at the time that the item/service is needed. Such miscellaneous costs shall be invoiced in arrears, on a per-student basis, based on actual costs. The

sum of all payments to Contractor for such miscellaneous costs may not exceed the sum of the allocations for these items/services.

3.2.f Administrative Cost for Mt. San Antonio College

With each invoice, Contractor may include an administrative cost at 13% of the amount invoiced.

3.2.g Program Management by the Regional Health Occupations Resource Center

An allocation of \$25,000 has been included for Program Management services by the RHORC. This cost shall be invoiced in arrears, beginning in the month of April for March services at \$1,795; thereafter, the monthly amount shall be \$1,785 for the remaining 13-months for the LVN to RN program, for a total of \$25,000 for Program Management services.

3.3 “Generic RN” Program (approximately 24-month program/”4-semesters”):

Upon commencement of the first course, Nursing 1 (entitled the “Nursing Process”), Contractor may invoice County the amount of Thirty-nine Thousand Dollars (\$39,000) for start-up costs incurred for textbooks and supplies for 13 students. This amount shall be offset against amounts due for textbooks and supplies as set forth in the attached budget schedule. Thereafter, Contractor may invoice up to \$3,000 per student for textbooks and supplies actually purchased for up to 11 additional students enrolled in the Program.

Thereafter, Contractor shall invoice County monthly in arrears in twenty-four (24) invoices as follows: twenty-three (23) monthly invoices at Thirteen Thousand Four Hundred Sixteen Dollars (\$13,416), and the twenty-fourth (24th) invoice at Thirteen Thousand Four Hundred Thirty-two Dollars (\$13,432).

If Contractor is required to hire and utilize a second clinical instructor because the number of students exceeds twelve for the clinical portion of the training program, then Contractor may also invoice \$4,000 per month for each month of the 24-month long Program in which the second clinical instructor is required.

By the time of submission of the sixth (6th) monthly invoice, all first semester courses shall have been completed (see Exhibit B-1, Performance Requirements Summary). County will not pay the 6th monthly invoice until the completion of all first semester courses. Following the completion of all first semester courses, Contractor may resume its monthly invoicing, in arrears.

By the time of the submission of the twelfth (12th) monthly invoice, the program shall have reached mid-point, i.e., all second semester courses shall have been completed (see Exhibit B-1, Performance Requirements Summary). County will not pay the 12th monthly invoice until completion of all second semester courses. Following the completion of all second semester courses, Contractor may resume its monthly invoicing, in arrears.

By the time of the submission of the eighteenth (18th) monthly invoice, all third semester courses shall have been completed (see Exhibit B-1, Performance Requirements Summary). County will not pay the 18th monthly invoice until completion of all third semester courses. Following the completion of all third semester courses, Contractor may resume its monthly invoicing, in arrears.

The twenty-fourth (24) and final invoice shall be submitted only following the completion of the Program. If at the end of the 24-month long

Program, Contractor has not completed instruction and County's employees are not qualified to take the NCLEX-RN and have not yet been awarded an Associate in Science Degree in Nursing, then Contractor shall continue to provide the "Generic RN" Program on a month to month basis at no additional cost to County until County's employees completing the Program are qualified to take the NCLEX-RN and have been awarded an Associate in Science Degree in Nursing.

All monthly invoices shall include a list of the courses completed and in progress, and attendance sheets for the County employees in the Program.

4.0 Additional Classes

If Director requests a second "Generic RN" Program, the same pattern of invoicing will be repeated for the additional "Generic RN" Program.

The maximum number of Programs under this Contract shall be two "LVN to RN" and two "Generic RN" Programs.

Except as specified, invoices shall be sent in arrears by the 10th day following the month of service to:

Workforce Development Program
500 S. Virgil Ave., Suite 200
Los Angeles, CA 90020

Attn: Manager, Contract Development and Administration

5.0 Reimbursement

If a dispute arises as to the completeness or accuracy of an invoice, any portion of the invoice not in dispute will be paid. The parties will meet to discuss any amounts remaining in dispute; however, the Director of Health

Services shall make all final determinations regarding the completeness or accuracy of Contractor's invoices.

Contractor shall be reimbursed within 30 days of receipt of a complete and accurate invoice.

Schedule 1

**NURSE EDUCATION AND TRAINING SERVICES CONTRACT
Mount San Antonio College/RHORC**

**1st "LVN to RN" Program (14-Month Program)
(up to 24 students)**

Instructional (didactic and clinical) & Other Program Costs	\$160,000
Instructional charge for second clinical instructor (as needed)	\$ 48,000
	<hr/>
Sub-total with two clinical instructors	\$208,000
Reimbursement for text and supplies up to \$2000/student for up to 24 students.	\$ 48,000
	<hr/>
TOTAL PAYMENT FOR FIRST CLASS	\$256,000

Schedule 2

**NURSE EDUCATION AND TRAINING SERVICES CONTRACT
Mount San Antonio College/RHORC**

**“Generic RN” Program (24-Month Program)
(up to 24 students)**

Instructional (didactic and clinical) & Other Program Costs	\$322,000
Instructional charge for second clinical instructor (as needed)	\$ 96,000
	<hr/>
Sub-total with two clinical instructors	\$418,000
Reimbursement for text and supplies up to \$3000/student for up to 24 students.	\$ 72,000
	<hr/>
TOTAL PAYMENT FOR FIRST CLASS	\$490,000
TOTAL PAYMENT FOR SECOND CLASS (as needed)	\$490,000
TOTAL PAYMENT FOR TWO CLASSES	\$980,000

LVN to RN Budget (2nd Class)

Instruction	Hours	Rate	Instructors Needed	Allocation	Invoicing	Funds from	
						Previous Budget & Invoicing Notes	Amendment No. 1
Theory (All courses)	334	\$135		\$45,090		\$160,000	
Add'l Instructor for Theory						48,000	
For all courses	334	\$135	2	\$45,090	\$90,180		
Subtotal for Theory Instruction Hours & Cost: 668							(\$45,090 upon approval of Amendment by BOS; 2nd theory instructor based on allocation of theory hours for the course)
Clinical (12:1ratio) for 6 courses**	756	\$135	3	\$306,180	\$14,580		(\$14,580 for each clinical instructor per course @108 hrs/course)
Cost for each clinical instructor for each course per 108 hours: \$14,580							
Additonal Hours (Tutoring by Instructors)	100	\$135		\$13,500			(In arrears based on actual hours of service)
Program Coordination & Support (ELACC Nursing Dept.)				\$6,000			(\$750 upon approval of Amendment by BOS, and \$375/mo in arrears for 14 months)
Miscellaneous Costs						48,000	
Textbooks (to be provided by County)				\$0			
Student Test Kits (2 semesters)***	80	\$56		\$4,480			
Student Supplies/Study Guides***	40	\$150		\$6,000			(In arrears on per student basis, based on actual cost)
Finger Printing/Background Checks***	40	\$74		\$2,960			
Parking***	40	\$70		\$2,800			
			Subtotal	\$432,100			
Mt. SAC Administrative Cost (13%)****				\$56,173			
Subtotal				\$488,273			
RHORC Program Management				\$25,000			(In arrears; \$1795 in first month, \$1785 for remaining 13 months)
Maximum Allocation for 2nd LVN to RN Class:				\$513,273		\$256,000	\$257,273

Maximum Allocation for 2nd LVN to RN Class: \$513,273

*2nd Instructor needed since enrollment exceeds 24.

**Based on 3 clinical instructors, for up to 36 students. Medical Surgical IV has 216 hours of clinical, instead of 108.

***Billings depend on the actual number of students, and actual cost.

****Billings depend on the amount invoiced.